

TOBACCO TAX STAMP AFFIXING AGENT

STATE OF _____

COUNTY OF _____

Surety's Identification Number

Know All Men By These Presents:

Greeting:

That we, _____
(If a partnership, name each member of partnership and address.)

_____, Principal, and

_____, Surety,
(Insert corporate name and address of surety company.)

are jointly and severally held and bound unto the Commissioner of Revenue, and his successors in office, for the use and benefit of the State of Tennessee, in just and penal sum of _____ Dollars.

Whereas, the conditions of this obligation are such that the above bounden principal, who has been licensed as a _____ and has been appointed a tobacco tax revenue stamp affixing agent by the Commissioner of Revenue as authorized by Tennessee Code Annotated Section 67-4-1006, is required under the provisions of the Tobacco Tax Law to affix tax revenue stamps to cigarettes coming into his possession, or is authorized to pay tax on all tobacco products other than cigarettes by some means other than through the purchase of stamps;

Now, therefore, if the above bounden principal shall faithfully perform the duties imposed upon him and shall well and truly comply with all of said law and the rules and regulations pursuant thereto and shall particularly, promptly and properly account to the State of Tennessee for the distribution of all stamped and unstamped tobacco products and pay over all monies, interest and penalties which may be assessed against him for the improper or illegal affixing of tax revenue stamps and/or the distribution, sale or disposal of untaxed products as provided by Tennessee Code Annotated Section 67-4-1006 and any rule or regulation promulgated thereunder, then this obligation shall be null and void; otherwise to remain in full force and effect.

It is hereby agreed and understood by the surety on this bond:

- (1) That action may be maintained on said bond against said surety without making the principal a party thereto, same being a joint and several obligation.
- (2) The surety upon this bond shall have the right to terminate the liability upon giving to the Commissioner sixty (60) days notice by registered mail of its intention to so terminate, but said surety shall remain liable for all sums due under the provisions of this bond up to and including the effective date of such termination of liability.
- (3) This bond is continuous and remains in full force and effect until such time as either principal or surety requests that liability be terminated, and the request shall be granted in the manner set out in the paragraph directly preceding this paragraph.

Witness our signature on this the _____ day of _____, 2 _____.

_____, Principal

By _____

_____, Surety,

By _____

(If signed by attorney in fact, attach a copy of written authority.)

(If a partnership, each member of partnership sign below):
